

Contract # 1083

# **COLLECTIVE BARGAINING AGREEMENT**

**1997 -- 1998 -- 1999**

**TOWNSHIP OF GREENWICH  
STATE OF NEW JERSEY  
COUNTY OF WARREN**

**AND**

**WARREN COUNTY P.B.A. LOCAL 280**

THIS AGREEMENT ENTERED INTO THIS 4TH DAY OF FEBRUARY  
19 97, BETWEEN THE TOWNSHIP OF GREENWICH, IN THE COUNTY OF WARREN,  
STATE OF NEW JERSEY, HEREINAFTER REFERRED TO AS THE "TOWNSHIP"  
WARREN COUNTY POLICEMEN'S BENEVOLENCE ASSOCIATION LOCAL 280  
HEREINAFTER REFERRED TO AS THE ASSOCIATION REPRESENTS THE COMPLETE  
AND FINAL UNDERSTANDING OF ALL BARGAINABLE ISSUES BETWEEN THE  
TOWNSHIP AND THE ASSOCIATION.

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## **ARTICLE I**

### **DEFINITIONS**

<b>EMPLOYEE:</b>	A FULL-TIME MEMBER OF THE GREENWICH TOWNSHIP POLICE DEPARTMENT
<b>EMPLOYER:</b>	THE TOWNSHIP OF GREENWICH, WARREN COUNTY, NEW JERSEY
<b>REGULAR PAY RATE:</b>	THE EMPLOYEES ANNUAL PAY RATE EXCLUSIVE OF OVERTIME PAY OR OTHER SPECIAL ALLOWANCES.
<b>OVERTIME RATE:</b>	THE EMPLOYEES RATE OF PAY FOR HOURS WORKED OVER AND ABOVE THE NORMAL FORTY HOUR WORK WEEK.
<b>SENIORITY:</b>	ACCUMULATED LENGTH OF ACTIVE SERVICE WITH THE GREENWICH TOWNSHIP POLICE DEPARTMENT. COMPUTED FROM THE EMPLOYEE'S DATE OF HIRE.
<b>SCHEDULED WORK DAY OR WORKING DAY:</b>	THE NUMBER OF HOURS ON THE POLICE WORK SCHEDULE FOR THE NORMAL SHIFT ASSIGNMENTS, WHETHER AN 8 OR 10 HOUR SHIFT.

## ARTICLE II

### VACATIONS

A. EMPLOYEES SHALL BE GRANTED VACATION LEAVE WITH PAY AS FOLLOWS:

<u>YEARS OF SERVICE</u>	<u>ANNUAL LEAVE</u>
UP TO ONE YEAR OF SERVICE	NOT TO EXCEED TEN DAYS BASED ON ONE DAY PER MONTH OF SERVICE
ONE YEAR THRU FOUR YEARS	TEN WORKING DAYS
FIVE YEARS THRU TEN YEARS	FIFTEEN WORKING DAYS
ELEVEN YEARS THRU FOURTEEN YEARS	TWENTY WORKING DAYS
FIFTEEN YEARS THRU RETIREMENT	TWENTY-FIVE WORKING DAYS

B. ALL REFERENCES AFOREMENTIONED TO YEARS OF SERVICE SHALL MEAN YEARS OF SERVICE CALCULATED FROM THE DATE OF APPOINTMENT TO THE GREENWICH TOWNSHIP POLICE DEPARTMENT. ALL VACATION TIME SHALL VEST AT THE BEGINNING OF THE CALENDAR YEAR.

C. THE CHIEF OF POLICE SHALL DETERMINE THE VACATION SCHEDULE, GIVING PREFERENCE TO THE EMPLOYEE CHOICE ACCORDING TO RANK AND THEN SENIORITY IN RANK.

D. A POLICE OFFICER WHO IS ENTITLED TO VACATION TIME AT THE TIME OF HIS RETIREMENT, DEATH, OR VOLUNTARILY RESIGNS SHALL BE COMPENSATED AT HIS HOURLY RATE OF PAY FOR ALL UNUSED VACATION TIME WITH HIS CONCLUDING PAYROLL PAYMENT.

E. A POLICE OFFICER SHALL HAVE SIX MONTHS OF SERVICE PRIOR TO USING ANY VACATION TIME. VACATION TIME SHALL ACCRUE DURING THIS SIX MONTH PERIOD, AT ONE DAY PER MONTH. AFTER THE SIX MONTH PERIOD, THE POLICE OFFICER IS ENTITLED TO THE FULL TEN DAYS OF VACATION. IF THE POLICE OFFICER SHALL LEAVE THE GREENWICH TOWNSHIP POLICE DEPARTMENT FOR OTHER EMPLOYMENT DURING THE SIX MONTH PERIOD, HE IS NOT ENTITLED TO ANY COMPENSATION FOR UNUSED VACATION TIME.

F. A VACATION DAY IS EQUAL TO ONE SCHEDULED WORKING DAY.

## ARTICLE III

### HOLIDAYS

- A. EMPLOYEES SHALL RECEIVE TEN PAID HOLIDAYS EACH YEAR.
  - 1. New Year's Day
  - 2. President's Day
  - 3. Good Friday
  - 4. Memorial Day
  - 5. Fourth of July
  - 6. Labor Day
  - 7. Election Day
  - 8. Veteran's Day
  - 9. Thanksgiving
  - 10. Christmas
- B. IF A POLICE OFFICER WORKS THE HOLIDAY PAY WILL BE REGULAR PAY PLUS 10 EXTRA HOURS AT STRAIGHT TIME IN THAT PAY PERIODS CHECK.
- C. ALL POLICE OFFICERS WILL RECEIVE PAYMENT IN ONE LUMP ON THE FIRST PAY PERIOD IN DECEMBER OF STRAIGHT TIME PAY FOR ALL TEN PAID HOLIDAYS. THIS IS IN ADDITION TO HIS REGULAR SALARY. PAYMENT SHALL BE EQUIVALENT TO THE POLICE OFFICERS HOURLY RATE OF PAY (STRAIGHT TIME) MULTIPLIED BY THE NUMBER OF HOURS IN THE SCHEDULED WORK DAY.
- D. ADD TO HOLIDAY LIST TWO (2) PERSONAL DAYS.

## ARTICLE IV

### OVERTIME

- A. OVERTIME SHALL BE DEFINED AS THE TIME WORKED BY A POLICE OFFICER IN EXCESS OF THE REGULAR SCHEDULED WORK DAY REQUIREMENT WITHIN THE FORTY HOUR WORK WEEK OR THE POLICE OFFICER REGULAR SCHEDULED DAY OFF.
- B. OVERTIME SHALL BE COMPUTED AT A RATE OF ONE-HUNDRED FIFTY PERCENT OF THE POLICE OFFICERS STRAIGHT TIME PAY RATE.
- C. THE POLICE OFFICER SHALL AT HIS DISCRETION IN LIEU OF CASH PAYMENTS FOR OVERTIME TAKE COMPENSATED TIME OFF AT THE SAME ONE HUNDRED FIFTY PERCENT. THIS TIME OFF SHALL BE APPROVED BY THE POLICE CHIEF.
- D. WITH RESPECT TO THIS ARTICLE ANY PART OF AN HOUR CONSTITUTES AN HOUR.
- E. OVERTIME SHALL ACCUMULATE UNTIL USED BY THE POLICE OFFICER, DETERMINATION OF PAYMENT FOR OVERTIME OR TAKING COMPENSATORY TIME OFF, AT THE DISCRETION OF THE POLICE OFFICER MUST BE MADE WITHIN THIRTY DAYS OF OCCURRENCE. COMPENSATORY TIME OFF MAY BE CARRIED FORWARD UP TO NINETY DAYS, IF NOT TAKEN LOST WITHOUT COMPENSATION.
- F. CALL OUTS FOR COURT, TO ASSIST OTHER MEMBERS OF THIS DEPARTMENT, OR OTHER OFFICIAL BUSINESS SHALL BE FOR AN MINIMUM OF THREE HOURS.

## ARTICLE V

### SALARIES

- A. THE BASE ANNUAL SALARIES FOR THE POLICE OFFICERS COVERED BY THIS AGREEMENT SHALL BE AS CONTAINED IN SCHEDULE A AND B ANNEXED HERETO.
- B. NEW EMPLOYEES ENTERING THE ACADEMY SHALL BE COMPENSATED IN ACCORDANCE WITH STEP 1. UPON COMPLETION OF TRAINING AT A CERTIFIED POLICE TRAINING ACADEMY POLICE OFFICERS SHALL BE COMPENSATED AT STEP 2. THEREAFTER STEP MOVEMENT SHALL OCCUR ANNUALLY BASED UPON THE POLICE OFFICERS COMPLETION OF TRAINING DATE.
- C. NOTHING HEREIN SHALL PROHIBIT THE TOWNSHIP OF GREENWICH FROM HIRING A TRAINED POLICE OFFICER AT ANY STEP THAT THEY DESIRE.
- D. SALARY FOR A SERGEANT AND A DETECTIVE POSITION TO BE ESTABLISHED. SGT. BE \$2,000.00 ABOVE TOP PATROL SALARY, AND DET. RECEIVE \$1,000.00 ABOVE TOP PATROL SALARY.
- E. POLICE OFFICER'S PERFORMING ADDITIONAL DUTIES WILL RECEIVE A STIPEND OF \$100.00 PER YEAR. THOSE DUTIES ARE FIREARM/MACE INSTRUCTOR, JV OFFICER/EVIDENCE CLERK, DARE OFFICER, TRAFFIC OFFICER/RADAR INSTRUCTOR, AND TAC OFFICER/CPR INSTRUCTOR. THIS IS TO BE PAID THE FIRST PAY PERIOD IN JANUARY.

## ARTICLE VI

### CLOTHING AND EQUIPMENT

- A. THE TOWNSHIP OF GREENWICH SHALL PROVIDE ALL UNIFORMS AND EQUIPMENT, INCLUDING FIREARMS AND AMMUNITION, AS PRESCRIBED BY THE CHIEF OF POLICE AND ALLOWED FOR IN THE POLICE BUDGET.
- B. THE TOWNSHIP SHALL PAY FOR ALL CLEANING AND MAINTENANCE OF UNIFORMS AND EQUIPMENT.
- C. MILEAGE AND FOOD STIPEND FOR TRAVEL TO SCHOOL OR OTHER DUTY RELATED PLACES WHEN USING A PERSONAL VEHICLE. THE MILEAGE STIPEND OF 30 CENTS A MILE AND FOOD OF \$15.00 A DAY.
- D. EDUCATION CLAUSE OF A STIPEND OF \$5.00 PER CREDIT TO BE PAID FOR COURSES SUCCESSFULLY COMPLETED WITHIN THE YEAR TO BE PAID IN THE FIRST PAY PERIOD OF DECEMBER, MUST BE LAW ENFORCEMENT RELATED.

## ARTICLE VII

### INSURANCE BENEFITS

- A. THE TOWNSHIP OF GREENWICH SHALL PROVIDE FOR ENROLLMENT FOR POLICE OFFICERS IN THE HOSPITAL AND MEDICAL COVERAGE PLAN PRESENTLY IN EXISTENCE FOR THE TOWNSHIP EMPLOYEES OR BETTER.
- B. THE TOWNSHIP OF GREENWICH SHALL PROVIDE A DENTAL PLAN FOR THE POLICE OFFICERS.
- C. THE TOWNSHIP OF GREENWICH SHALL PURSUANT TO THE NEW JERSEY STATUTES PROVIDE FOR FULL SERVICES WHERE ACTIONS ARE BROUGHT AGAINST A POLICE OFFICER.
- D. THE TOWNSHIP OF GREENWICH SHALL PROVIDE FALSE ARREST AND VICARIOUS LIABILITY INSURANCE. THE STANDARD OF INSURANCE PRESENT AS OF JANUARY 1, 1995, SHALL BE MAINTAINED OR IMPROVED. LIABILITY COVERAGE'S TO \$1,000,000.00 EACH PERSON-EACH OCCURENCE-ANNUAL AGGREGATE SUBJECT TO A \$2,500.00 EACH LOSS DEDUCTIBLE INCLUDING LOSS AND EXPENSE.
- E. THE TOWNSHIP SHALL MAINTAIN A LONG-TERM DISABILITY POLICY FOR MEMBERS OF THE POLICE DEPARTMENT.

## ARTICLE VIII

### PENSION

- A. THE TOWNSHIP OF GREENWICH SHALL PROVIDE FOR THE PENSION AND RETIREMENT BENEFITS TO THE POLICE OFFICERS COVERED BY THIS AGREEMENT PURSUANT TO THE PROVISIONS OF THE STATUTES AND LAWS OF THE STATE OF NEW JERSEY.
- B. THE POLICE DEPARTMENT MEMBERS SHALL BE ENROLLED IN THE POLICE AND FIREMEN'S RETIREMENT SYSTEM.

## ARTICLE IX

### WORK INCURRED INJURY

- A. THE TOWNSHIP OF GREENWICH SHALL CONTINUE TO PAY A BASE WEEKLY SALARY FOR POLICE OFFICER WHO INCURS AN INJURY ON THE JOB. WHILE ANY WORKMEN'S COMPENSATION INSURANCE, TEMPORARY DISABILITY BENEFITS SHALL BE ASSIGNED TO THE TOWNSHIP.

## ARTICLE X

### SICK LEAVE

- A. SICK LEAVE IS DEFINED AS THE ABSENCE OF POLICE OFFICERS BECAUSE OF ILLNESS, EXPOSURE TO CONTAGIOUS DISEASE, OR NON-WORK RELATED INJURY.
- B. SICK LEAVE SHALL OCCUR FOR POLICE OFFICERS AT THE RATE OF TEN DAYS PER YEAR AND SHALL ACCUMULATE UP TO 100 DAYS THEN AFTER, POLICE OFFICERS SHALL CONTINUE TO RECEIVE TEN DAYS PER YEAR AND THE TOWNSHIP SHALL PAY FOR ONE HALF OF ALL DAYS OVER THE 100 DAYS THAT HAVE ACCUMULATED WITH THE OFFICERS FIRST PAY PERIOD IN THE FOLLOWING YEAR.
- C. IF THE ABSENCE FROM WORK IS FOR THREE OR MORE CONSECUTIVE DAYS DUE TO ILLNESS A DOCTORS REPORT SHALL BE REQUIRED TO BE SUBMITTED PRIOR TO THE POLICE OFFICER RETURNING TO WORK AT THE POLICE OFFICERS EXPENSE. IF THE TOWNSHIP REQUIRES THE POLICE OFFICER TO GO TO A DOCTOR OR MEDICAL FACILITY THEN THIS WILL BE AT THE TOWNSHIP EXPENSE.
- D. IN THE EVENT THE POLICE OFFICER UTILIZES PAID SICK LEAVE AND ALSO RECEIVES INCOME FOR THE SAME PERIOD FROM A COLLATERAL SOURCE SUCH AS TEMPORARY DISABILITY BENEFITS, THE INCOME FROM THAT COLLATERAL SOURCE SHALL BE RETURNED TO THE TOWNSHIP. PROVIDED HOWEVER THAT ANY INCOME FROM A PRIVATE COLLATERAL SOURCE NEED NOT BE RETURNED.
- E. MATERNITY LEAVE: UPON A DOCTORS RECOMMENDATION LIGHT DUTIES TO COMMENCE. LIGHT DUTIES TO INCLUDE BUT NOT LIMITED TO ATTENDING SCHOOLS, WORKING IN THE OFFICE TAKING ALL WALK-INS AND PHONE CALLS, ASSISTING THE POLICE CLERK AS NECESSARY, DOING EVIDENCE CLERK DUTIES, SETTING UP NEW COMPUTER PROGRAMS, ETC., PAID LEAVE 4 WEEKS BEFORE DELIVERY DATE TO SIX WEEKS AFTER

DELIVERY. THE OPTION TO TAKE A 1 YEAR LEAVE OF ABSENCE WITHOUT PAY AFTER DELIVERY. IF THE POLICE CHIEF DEEMS THERE IS NO LIGHT DUTIES TO BE DONE, THEN THE OFFICER WILL BE PUT OUT ON DISABILITY.

## ARTICLE XI

### FUNERAL LEAVE

- A. POLICE OFFICERS SHALL RECEIVE THE FOLLOWING LEAVE OF ABSENCE WITH PAY IN THE EVENT OF THE DEATH OF ANY OF THE FOLLOWING. THE LEAVE SHALL BE FOR FIVE DAYS. SPOUSE, CHILD, PARENT, BROTHER, SISTER. THREE DAYS LEAVE FOR THE GRANDPARENT, MOTHER-IN-LAW, FATHER-IN-LAW SISTER OR BROTHER-IN-LAW.
- B. POLICE OFFICERS SHALL RECEIVE THE FOLLOWING LEAVE OF ABSENCE WITH PAY TO ATTEND THE FUNERAL OF THE FOLLOWING FOR ONE DAY. AUNT, UNCLE, NIECE, NEPHEW.
- C. ALL SUCH LEAVE SHALL NOT BE TAKEN UNTIL THE POLICE CHIEF IS NOTIFIED AT THE INSTANCE OF BEREAVEMENT.

### LEAVE OF ABSENCE WITHOUT PAY

- A. LEAVE OF ABSENCE SHALL BE GRANTED BY THE POLICE CHIEF IN COMPLIANCE WITH ARTICLE. IN CASE OF ILLNESS, NO LEAVE OF ABSENCE SHALL BE GRANTED FOR MORE THAN THREE DAYS DURATION UNLESS A CERTIFICATION FROM A LICENSED PHYSICIAN IS PRESENTED TO THE POLICE CHIEF UPON RETURN TO DUTY.

## ARTICLE XII

### INTERNAL GRIEVANCES AND ARBITRATION PROCEDURE

A. THE POLICE CHIEF OR HIS DESIGNEES SHALL RECOGNIZE AND DEAL WITH THE MEMBERS OF THE POLICE DEPARTMENT FOR THE ADJUSTMENT OF ANY GRIEVANCES WHICH MAY ARISE IN ACCORDANCE WITH THE CURRENT AGREEMENT AGREED UPON BY THE TOWNSHIP COMMITTEE AND THE EMPLOYEES OF THE POLICE DEPARTMENT.

THE PURPOSE OF THIS PROCEDURE IS TO SECURE AT THE LOWEST POSSIBLE LEVEL AN EQUITABLE SOLUTION TO THE PROBLEMS WHICH MAY ARISE AFFECTING THE ITEMS AND CONDITIONS OF THIS AGREEMENT. IT IS ALSO TO RESOLVE GRIEVANCES AS SOON AS POSSIBLE SO AS TO SECURE EFFICIENCY AND PROMOTE EMPLOYEE MORALE. THE PARTIES AGREE THAT THIS PROCEDURE WILL BE KEPT AS INFORMAL AS MAY BE APPROPRIATE.

GRIEVANCES ARE DEFINED AS ANY DISPUTE OR CONTROVERSY BETWEEN THE PARTIES WITH RESPECT TO THE INTERPRETATION, APPLICATION, OR VIOLATION OF POLICIES, AGREEMENTS, AND ADMINISTRATIVE DECISIONS AFFECTING EMPLOYEES.

B. STEPS OF THE GRIEVANCE PROCEDURE

**STEP ONE:**

A. AN AGGRIEVED POLICE OFFICER SHALL INSTITUTE ACTION UNDER THE PROVISIONS HEREOF WITHIN TEN (10) DAYS OF THE ACT BEING GRIEVED BY FORMALLY IN WRITING ADVISING HIS IMMEDIATE SUPERIOR. AN EARNEST EFFORT SHALL BE MADE TO SETTLE THE GRIEVANCE. FAILURE TO ACT WITHIN THE SAID TEN DAYS SHALL BE DEEMED TO CONSTITUTE AN ABANDONMENT AND WAIVER OF THE GRIEVANCE. THE IMMEDIATE SUPERIOR SHALL RENDER A DECISION WITHIN THREE (3) DAYS AFTER RECEIPT OF THE GRIEVANCE.

**STEP TWO:**

A. IN THE EVENT THE GRIEVANCE IS NOT SETTLED BY STEP ONE, THE GRIEVANCE SHALL BE REDUCED TO WRITING BY THE AGGRIEVED POLICE OFFICER SETTING FORTH THE NATURE OF THE GRIEVANCE, THE FACTS UPON WHICH IT IS BASED, THE PROVISIONS OF THE AGREEMENT ALLEGEDLY VIOLATED, AND THE REMEDY REQUESTED. IT SHALL BE SIGNED BY THE AGGRIEVED POLICE OFFICER AND FILED WITH THE CHIEF OF POLICE OR OTHER EMPLOYER DESIGNATED IN STEP ONE. THE CHIEF OF POLICE OR OTHER EMPLOYER DESIGNATED REPRESENTATIVE SHALL RENDER A DECISION IN WRITING

WITHIN SEVEN (7) DAYS FROM THE RECEIPT OF THE GRIEVANCE

**STEP THREE:**

- A. IN THE EVENT THAT THE GRIEVANCE IS NOT SETTLED BY STEP TWO THEN WITHIN TWO DAYS FOLLOWING THE DETERMINATION OF THE CHIEF OF POLICE OR OTHER EMPLOYER DESIGNATED REPRESENTATIVE THE MATTER SHALL BE FILED WITH THE TOWN COUNCIL, WHO SHALL RENDER A DECISION IN WRITING WITHIN TEN DAYS AFTER THE FIRST COMMITTEE MEETING FOLLOWING THE SUBMISSION OF THE GRIEVANCE.

C. **TIME**

THE TIME LIMITS SET OUT HEREIN SHALL BE STRICTLY ADHERED TO AND THE FAILURE TO PROCESS A GRIEVANCE TO THE NEXT STEP WITHIN THE SPECIFIED TIME LIMIT SHALL BE DEEMED TO MEAN THAT THE AGGRIEVED POLICE OFFICER HAS ACCEPTED THE LATEST DETERMINATION MADE. HOWEVER, UPON MUTUAL CONSENT OF THE PARTIES THAT TIME LIMITS FOR ANY STEP MAY BE EXTENDED OR CONTRACTED.

D. **STATUTORY RIGHT OF APPEAL**

NOTHING CONTAINED IN THIS ARTICLE SHALL ALTER, AMEND, CHANGE, OR AFFECT ANY STATUTORY MANDATED RIGHT OF APPEAL, INCLUDING REVIEW OF DISCIPLINARY MATTERS. SEE N.J.S.A. 11:2A-1, AND N.J.S.A. 40A: 14-15 RESPECTIVELY.

## ARTICLE XIII

### MANAGEMENT RIGHTS

- A. THE TOWNSHIP HEREBY RETAINS AND RESERVES UNTO ITSELF, WITHOUT LIMITATION, ALL POWERS, RIGHTS, AUTHORITY, DUTIES AND RESPONSIBILITIES CONFERRED UPON AND VESTED IN IT PRIOR TO THE SIGNING OF THIS AGREEMENT BY THE LAWS AND CONSTITUTION OF THE STATE OF NEW JERSEY AND OF THE UNITED STATES, INCLUDING, BUT WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE FOLLOWING RIGHTS:
  1. THE EXECUTIVE MANAGEMENT AND ADMINISTRATIVE CONTROL OF THE TOWNSHIP GOVERNMENT AND THE ACTIVITIES OF ITS EMPLOYEES.
  2. TO HIRE ALL POLICE OFFICERS AND SUBJECT TO THE PROVISIONS OF THE LAW, DETERMINE THEIR QUALIFICATIONS AND CONDITIONS FOR CONTINUED EMPLOYMENT, OR ASSIGNMENT AND TO PROMOTE AND TRANSFER EMPLOYEES PROVIDED SUCH POLICE OFFICERS HAVE THE QUALIFICATIONS AND ABILITY TO PERFORM THE NECESSARY WORK.
  3. TO SUSPEND, DEMOTE, DISCHARGE OR TAKE OTHER DISCIPLINARY ACTION FOR THE GOOD AND JUST CAUSE ACCORDING TO LAW.
  4. THE EXERCISE OF THE FOREGOING POWERS, RIGHTS, AUTHORITY, DUTIES, RESPONSIBILITIES OF THE TOWNSHIP AND THE ADOPTION OF POLICIES, RULES, REGULATIONS, PRACTICES, AND FURTHERANCE THEREOF SHALL BE LIMITED ONLY BY THE SPECIFIC AND EXPRESS TERMS OF THIS AGREEMENT AND THEN ONLY TO THE EXTENT SUCH SPECIFIC AND EXPRESS TERMS HEREOF ARE IN CONFORMANCE WITH THE CONSTITUTION AND LAWS OF THE UNITED STATES, THE STATE OF NEW JERSEY, AND THE LOCAL ORDINANCES OF THE TOWNSHIP OF GREENWICH.

## **ARTICLE VIV**

### **SEPARABILITY AND SAVINGS**

- A. IF ANY PROVISION OF THE AGREEMENT OR ANY APPLICATION OF THIS AGREEMENT TO ANY EMPLOYEE OR MEMBER IS HELD TO BE INVALID BY OPERATION OF LAW BY ANY COURT, ADMINISTRATIVE BODY OR OTHER TRIBUNAL OF COMPETENT JURISDICTION, THEN THE PARTIES AGREE TO REOPEN NEGOTIATIONS WITH RESPECT TO SUCH INVALID PROVISIONS, PROVIDED THE PROVISION IS OF AN ECONOMIC NATURE, CONSISTENT WITH THE LAW RELATING TO NEGOTIATIONS AND INTEREST ARBITRATION AS SET FORTH IN N.J.S.A. 34:13A ET.SEQ. HOWEVER, ALL OTHER PROVISIONS AND APPLICATIONS CONTAINED HEREIN SHALL CONTINUE IN FULL FORCE AND EFFECT AND SHALL NOT BE AFFECTED THEREBY.
- B. THIS AGREEMENT REPRESENTS AND INCORPORATES THE COMPLETE AND FINAL UNDERSTANDING AND SETTLEMENT BY THE PARTIES OF ALL BARGAINABLE ISSUES WHICH WERE OR COULD HAVE BEEN THE SUBJECT OF NEGOTIATIONS. DURING THE TERMS OF THIS AGREEMENT, NEITHER PARTY WILL BE REQUIRED TO NEGOTIATE WITH RESPECT TO ANY SUCH MATTER WHETHER OR NOT COVERED BY THIS AGREEMENT AND WHETHER OR NOT WITHIN THE KNOWLEDGE OR CONTEMPLATION OF EITHER OR BOTH OF THE PARTIES AT THE TIME THEY NEGOTIATED OR SIGNED THIS AGREEMENT.

## ARTICLE XVI

### SALARIES

A. SALARIES FOR EMPLOYEES COVERED BY THIS AGREEMENT SHALL BE AS FOLLOWS:

#### JANUARY 01, 1997

PATROLMAN STEP 1 (TRAINEE)	27,768.00
PATROLMAN STEP 2	35,048.00
PATROLMAN STEP 3	39,936.00
PATROLMAN STEP 4	44,408.00
SERGEANT	46,408.00

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#### JANUARY 01, 1998

PATROLMAN STEP 1 (TRAINEE)	29,017.00
PATROLMAN STEP 2	36,625.00
PATROLMAN STEP 3	41,733.00
PATROLMAN STEP 4	46,406.00
SERGEANT	48,406.00

#### JANUARY 01, 1999

PATROLMAN STEP 1 (TRAINEE)	30,467.00
PATROLMAN STEP 2	38,456.00
PATROLMAN STEP 3	43,819.00
PATROLMAN STEP 4	48,726.00
SERGEANT	50,726.00

## ARTICLE XV

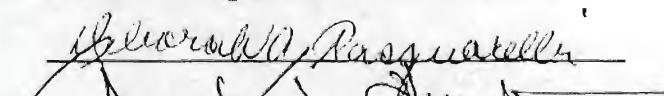
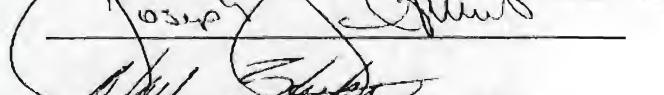
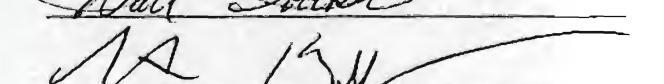
### TERM AND RENEWAL

THIS AGREEMENT SHALL BE IN FULL FORCE AND EFFECT RETROACTIVELY TO JANUARY 01, 1997 AND SHALL REMAIN IN EFFECT TO AND INCLUDING DECEMBER 31, 1999. THIS AGREEMENT SHALL REMAIN IN EFFECT FROM THE EXPIRATION DATE OF DECEMBER 31, 1999 UNTIL A NEW AGREEMENT CAN BE REACH BY BOTH PARTIES.

IN WITNESS WHEREOF, THE PARTIES HAVE HEREUNTO SET THEIR HAND AND SEALS AT THE TOWNSHIP OF GREENWICH, COUNTY OF WARREN AND STATE OF NEW JERSEY ON THIS 4TH DAY OF FEBRUARY 1997.

#### **GREENWICH TOWNSHIP COMMITTEE**

**FRANK GRAVINA, MAYOR**


**DEBORAH PASQUARELLI**

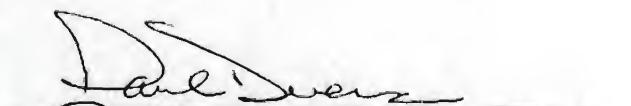
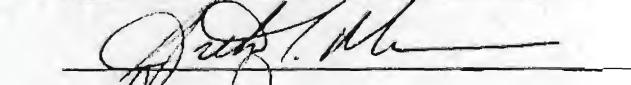
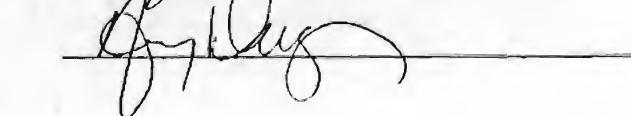
**JOSEPH GURNEAK**

**NOEL STECKER**

**ROBERT ZELLEY**

#### **POLICE OFFICERS OF THE GREENWICH TOWNSHIP POLICE DEPARTMENT**

**PAUL DUERS**

**DALE BULMER**

**ARTHUR MORROW**

**AMY DUGAN**

ATTESTED TO:

Kimberly Visconti  
KIMBERLY VISCOMI  
TOWNSHIP CLERK

TOWNSHIP SEAL

